



4050 Lee Vance View * Colorado Springs, CO 80918 * Phone (800) 323-7543

BUSINESS AND CREDIT APPLICATION FORM

INTERNAL USE ONLY:

ACCT # _____ DIS. CODE _____ QA REP _____ DATE _____

CREDIT LIMIT _____ FIN MGR _____ DATE _____

A - Are you looking for a line of credit? ___ YES ___ NO

If Yes, please complete application in full.

If No, you only need to complete Part 1 and Part 2.

B - Are you a non-profit? ___ YES ___ NO

If Yes, please attach proof of your 501(c) status with the IRS.

C - When completed, please mail or email your application to your sales agent.

PART 1: APPLICANT COMPANY INFORMATION

Business Name: _____

Physical Address: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Shipping Address: _____ City: _____ State: _____ Zip: _____

(Please attach list of all shipping addresses)

Country Code: _____ Phone#: _____ E-Mail: _____

Authorized Buyer(s): _____ Phone#: _____ E-Mail: _____

Accounts Payable Contact (s): _____ Phone#: _____ E-Mail: _____

Business Type: ☐ Distributor
☐ Church/Ministry
☐ Retail/Commercial Business
☐ Church Bookstore
☐ On-Line/Internet Store, Web address: _____
☐ Other, describe: _____

If "Distributor" is selected above please answer the following questions:

Do you sell at a discount to retailers?..... ☐ Yes ☐ No

Do you sell at retail price to the general public and does your store have a visible sign for identification?..... ☐ Yes ☐ No

Describe your primary customer: _____

If "Church/Ministry" is selected above please answer the following questions:

Do you resell product to your church members? ☐ Yes ☐ No

Do you give away your product as a ministry? ☐ Yes ☐ No

If "Retail/Commercial" or "On-Line/Internet Store" is selected above please answer the following questions:

Type of Merchandise Sold: Books ___ Gifts ___ Music ___ Videos ___ T-Shirts ___ Other: _____

Where is your business located i.e. retail bldg., mall, home, inside of church, online, etc? _____

How many hours per week is your store open for business to the public ☐ 0-10 ☐ 10-20 ☐ 20-40 ☐ 40+

What percentage of your inventory is Christian product? ☐ 0-25% ☐ 25-50% ☐ 50-75% ☐ 75%+

Is your store accessible to the general public and is there a visible sign for identification?..... ☐ Yes ☐ No

Will you be selling dated Sunday School curriculum? ☐ Yes ☐ No

Will the store require a PO number on each order? ☐ Yes ☐ No

Will the store accept backorders? (Note -Front List items are not considered "backordered" items)..... ☐ Yes ☐ No



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RESALE CERTIFICATE AND/OR EXEMPTION CERTIFICATE

(Attach copy of document to this application)

By signing below, I/we represent and warrant that any and all purchases from David C Cook are for the purpose of resale and are exempt from sales and use taxation under the sale for resale exemption of the state(s) of _____; and that I/we will acquire possession of any and all merchandise purchased in this/these state(s).

I/We HEREBY CERTIFY: That I/we hold Limited Sales Tax Permit # _____ issued pursuant to the Limited Sales, Excise and Use Tax Law, and that the tangible personal property described below, or which is shown in the attached order or invoice which is made a part hereof, will be resold, rented or leased by me/us in the form of tangible personal property; however, if I/we make any use of the tangible personal property other than retention, demonstration or display while holding it for sale, lease or rental in the regular course of business, the use shall be taxable to me/us as of the time when the tangible personal property is first so used, and the sales price of the tangible personal property to me/us shall be deemed the measure of the tax.

(Note: If business has multiple selling locations, copy of certificate for each location must be submitted)

Signature: _____ Print: _____ Date: _____

PART 2: APPLICANT INFORMATION

LEGAL COMPANY NAME _____

Mark and complete one of the following sections as your legal form of business:

☐

SOLE PROPRIETORSHIP

Owner's Name _____ SSN: _____

Home Address: _____ City _____ State _____ Zip _____

Home Phone number: _____ - _____ - _____ Email: _____

☐

PARTNERSHIP TYPE: ☐ General ☐ Limited

Partner (name) _____

Home Address: _____ City _____ State _____ Zip _____

Home Phone number: _____ - _____ - _____ SSN: _____

Partner (name) _____

Home Address: _____ City _____ State _____ Zip _____

Home Phone number: _____ - _____ - _____ SSN: _____

Partner (name) _____

Home Address: _____ City _____ State _____ Zip _____

Home Phone number: _____ - _____ - _____ SSN: _____

☐

CORPORATION

Names of Officers/Principals/Members

Title

☐

LLC

_____	_____
_____	_____
_____	_____

Federal ID Number (if Proprietorship or Partnership list SSN): _____

Date Business Established: _____ **Number of Years of Current Ownership/Management.:** _____

Note: This application contains confidential information and will be maintained/handled by David C Cook and its agents solely in connection with this credit application and any credit granted as a result of this application (including collections).



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PART 3: CREDIT APPLICATION

BANKING INFORMATION

Primary Bank Name _____ Phone _____
Address _____ City _____ State _____ Zip _____
Contact Name/Title _____ Acct No. _____
Loan # _____ ☐ Secured ☐ Unsecured *Signature below authorizes release of bank information.*

TRADE REFERENCES

	<u>Business Name</u>	<u>Acct No.</u>	<u>City/State</u>	<u>Phone #</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age, provided the applicant has the capacity to enter into a binding contract.

David C Cook (DCC) is hereby authorized to obtain credit and/or financial information from my/our bank(s) or other commercial firms with whom I/We have done business. It is understood that such credit and/or financial information will be maintained/handled in accordance with the Equal Credit Opportunity Act of 1990, the Gramm-Leach-Bliley Act of 1999, The Privacy Act of 1974, and the Patriot Act of 2001 and used only in consideration of this application. Upon approval of this application, it is agreed that all purchases made from DCC will be paid in full in accordance with the terms statement on page 3 of this application or superseded by a DCC sales contract and/or invoices. DCC retains a security interest in all product sold until total invoice amounts(s) has/have been paid. In the event DCC must use third parties for collections I/we agree to pay interest at the rate of 1.5% per month (or such other rate allowed by prevailing law), reasonable attorney fees, collection fees and/or incurred court costs allowed by law. I/We understand that this document constitutes an application only and shall not bind either DCC or the applicant in relation to any proposed credited transaction.

An electronically transmitted copy of this signed application shall be considered as the original.

Signature: _____ Print: _____ Date: _____

PART 4: CREDIT TERMS AND CONDITIONS:

LEGAL COMPANY NAME _____

- 1) The terms and conditions of this application shall, upon extension of credit by the company, constitute an agreement of sale to the applicant that supercede any terms stated on applicant's purchase orders.
- 2) All sales are subject to credit approval.
- 3) All payments are to be made in United States (\$) funds.
- 4) Credit card payments (MasterCard, VISA, or Discover) are accepted with the following required information: Card number, expiration date, name on card, billing address, telephone number. All payments subject to credit card approval.
- 5) All invoices are due thirty (30) days from the invoice date unless otherwise noted on the invoice. Credit terms are granted from invoice date and payment must be received on or before the due date to avoid delinquency and finance charges. A finance charge may be imposed on delinquent invoices at the rate of one and one half percent (1 ½%) per month (18% annual rate) or such other rate allowed by law. Interest charges will be reflected on the monthly statement.
- 6) Cash In Advance (Prepay) status may be placed on any account with past due amounts. David C Cook reserves the right to change open accounts to Prepay status at any time.
- 7) Any payment received without remittance instructions will be applied to the account as "cash on account". David C Cook reserves the right to apply "cash on account" to the oldest open invoice(s). David C Cook also reserves the right to apply any and all other open credits on the account to the oldest open invoice(s).
- 8) **Payment by check: Payments should be mailed to David C Cook, P.O. Box 96048, Chicago, IL, 60693-6048.**
- 9) **CHANGE OF OWNERSHIP:** I/We understand that we must notify David C Cook in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established.
- 10) In the event of default or insufficient response to delinquent invoices and if this account is turned over to an agency or an attorney for collection, the undersigned agrees to pay, as allowed by law, all reasonable attorney fees and/or costs of collection whether or not suit is filed. In the event of dispute, the laws of the State of Colorado will apply and judicial venue shall be in El Paso County in the State of Colorado.

Applicant's signature attests acceptance, financial responsibility, ability and willingness to pay in accordance with above terms.

AN UNSIGNED CREDIT APPLICATION WILL NOT BE PROCESSED.

Signature: _____ Print: _____ Date: _____



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PERSONAL GUARANTY: For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by David C Cook to the applicant, the undersigned ("Guarantor") unconditionally guarantees to David C Cook (hereafter "Obligee") the full and prompt performance including payment by Guarantor(s) of all obligations which the applicant (hereafter "Obligor") presently or hereafter may have to Obligee and payment when due of all sums presently or hereafter owing by Obligor to Obligee. Guarantor agrees to indemnify Obligee against any losses Obligee may sustain and expenses Obligee may incur as a result of any failure of Obligor to perform including reasonable attorney's fees and all costs and other expenses incurred in collecting or compromising any indebtedness of Obligor guaranteed hereunder or in enforcing this guaranty against Guarantor. This shall be a continuing Guaranty. Guarantor hereby waives any right to receive notice of Obligee's acceptance of this Guaranty. It shall remain in full force until Obligee receives from Guarantor written notice, either delivered in person or sent by certified mail return receipt requested, revoking it as to indebtedness incurred subsequent to such notice. Such written notice of revocation shall not affect any of Guarantor's obligations hereunder with respect to indebtedness incurred prior to Obligee's receipt of the notice of revocation.

THE UNDERSIGNED INDIVIDUAL(S) & PERSONAL GUARANTOR(S) WHO IS EITHER A PRINCIPAL OF THE CREDIT APPLICANT OR A SOLE PROPRIETOR OF THE CREDIT APPLICANT, RECOGNIZING THAT HIS OR HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE APPLICANT, HEREBY CONSENTS TO AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED BY THE ABOVE NAMED BUSINESS CREDIT GRANTOR, FROM TIME TO TIME AS MAY BE NEEDED, IN THE CREDIT EVALUATION PROCESS.

An electronically transmitted copy of this signed application shall be considered as the original.

Signature: _____ **Print:** _____ **Date:** _____

PART 5: FINANCIAL STATEMENT

(Please fill out this information or attach your own financial statement)

Attached to (or filled in below) this credit application is the most recent financial statement of the applicant/undersigned. The undersigned agrees to provide to David C Cook updated financial information on request, and to timely provide an annual financial statement to David C Cook as a condition of the continuation of this credit. If the applicant is a corporation, a balance sheet may be copied from an 1120 tax return. The information provided below is given for confidential use by David C Cook only and only for the purpose of the evaluation of credit worthiness. *If your own financial statement is attached, it must be signed and/or include auditor's statement.*

LEGAL COMPANY NAME _____

Balance Sheet as of (date): _____

ASSETS

Current Assets..... \$ _____

Other Assets..... \$ _____

TOTAL ASSETS..... \$ _____

LIABILITIES

Current Liabilities..... \$ _____

Long-Term Liabilities..... \$ _____

TOTAL LIABILITIES..... \$ _____

OWNER'S EQUITY

Paid in Capital \$ _____

Retained Earnings..... \$ _____

TOTAL LIABILITIES AND OWNER'S EQUITY..... \$ _____

I certify that the above financial information is true and correct.

Signature: _____ **Print:** _____ **Date:** _____

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